



Request for Proposals (RFP) for Nurse Care Coordination Services

**County of San Bernardino
Human Resources Department
Employee Benefits and Services Division
Employee Health and Productivity (EHaP) Program
555 North "D" Street, Suite 150
San Bernardino, CA 92415-0013
(909) 386-5165**

RFP # HRD-04-024

TABLE OF CONTENTS

I.	INTRODUCTION	1
	A. Purpose	
	B. Period of Contract	
	C. Minimum Proposer Requirements	
	D. Questions	
	E. Correspondence	
	F. Proposal Submission Deadline	
II.	PROPOSAL TIMELINE	3
III.	PROPOSAL CONDITIONS	3
	A. Contingencies	
	B. Modifications to the RFP	
	C. Proposal Submission	
	D. Incurred Costs	
	E. Negotiations	
	F. Acceptance or Rejection of Proposals	
	G. Alternate Proposals	
	H. Formal Contract	
	I. Final Authority	
IV.	PROGRAM REQUIREMENTS	4
	A. Background	
	B. Program Description	
V.	CONTRACT REQUIREMENTS	8
	A. General	
	B. Indemnification and Insurance Requirements	
	C. Right to Monitor and Audit	
	D. Term	
VI.	PROPOSAL SUBMISSION	16
	A. General	
	B. Proposal Presentation	
	C. Proposal Format	
VII.	PROPOSAL EVALUATION AND SELECTION.	23
	A. Evaluation Process	
	B. Evaluation Criteria	
	C. Contract Award	
	D. Disputes Relating to Proposal Process and Award	

I. INTRODUCTION

A. Purpose

The County of San Bernardino Human Resources Department, hereafter referred to as the "County," is seeking proposals from interested and qualified organizations and firms to provide nurse care coordination services for the Employee Health and Productivity (EHaP) Program, Employee Benefits and Services Division.

It is the intent of the County to establish a mutually beneficial relationship with a vendor who can provide these services as required by the Specifications, and Term and Conditions of this RFP to County employees as needed.

B. Period of Contract

The term of the Contract with the County will be under a fee for service contract for two years with an option by the County to extend the Contract for one (1) year based on satisfactory performance for a maximum of three (3) years, to commence on the date of approval by the County Board of Supervisors.

C. Minimum Proposer Requirements

All Proposers must:

1. Have a minimum of three to five continuous years of experience in having provided nurse care coordination services to large government agencies and/or private companies.
2. Have no record of unsatisfactory performance. Proposers who are or have been seriously deficient in current or recent contract performance, shall be presumed to be unable to meet this requirement.
3. Must be currently licensed to do business in California, which will be validated by you providing copies of any licenses and/or certifications you maintain with your proposal.
4. May not have declared any form of Bankruptcy in the last five (5) years.
5. Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.
6. Meet other presentation requirements listed in this RFP.
7. Submit proposal in the manner as stated in Section VI, Proposal Submission, of this RFP.

D. Questions

Questions regarding the contents of this RFP must be submitted in writing on or before **4:00 p.m. (PST) on March 9, 2004** and directed to the individual listed in Section I, Paragraph E. Questions regarding the contents of this RFP must be submitted in writing via U.S. mail and shall be directed to the individual listed below. If answered, copies of both the questions and answers will be disseminated to all firms who submitted questions, as well as to all known firms who were provided a copy of the RFP.

E. Correspondence

All correspondence, including proposals, is to be submitted to:

County of San Bernardino
Human Resources Department
Employee Benefits and Services Division
Employee Health and Productivity (EHaP) Program
ATTN: Robin Ohama, Division Chief
RFP # HRD-04-024
157 West 5th Street, 1st Floor
San Bernardino, CA 92415-0440

Important: All communications regarding this RFP, from the date of issue authorized by the County Board of Supervisors through final determination of the RFP results and awarding of contract by the Board of Supervisors, must only be with the individual cited above. Communications regarding the RFP directed by a Proposer to a County employee or official, other than those cited in this RFP, may result in the immediate and complete rejection of a Proposer's proposal. All proposals received by the County and subsequent communications and deliberations regarding the proposals will be treated as confidential information until a final recommendation has been made to the Board of Supervisors.

F. Proposal Submission Deadline

All proposals must be received at the address listed above no later than 4:00 p.m. (PST) on April 16, 2004. Facsimile or electronically transmitted proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late proposals will not be considered.

II. PROPOSAL TIMELINE

Release of RFP	February 24, 2004
Deadline for Submission of Questions	4:00 p.m. (PST) on March 9, 2004
Tentative Responses to Questions	March 19, 2004
Deadline for Proposals	4:00 p.m. (PST) on April 16, 2004
Tentative Date for Awarding Contract	June 2004

III. PROPOSAL CONDITIONS

A. Contingencies

This Request for Proposals (RFP) does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals or any part(s) of any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all Proposers, in writing, if the County rejects all proposals.

B. Modifications to the RFP

The County and its representative identified in Section I, Paragraph E, Correspondence, reserves the right to issue addenda or amendments to this RFP. All firms provided a RFP will be notified in writing of any modifications made by the County to this RFP.

C. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Proposer's responsibility to ensure that its proposal arrives on or before the specified time.

D. Incurred Costs

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this request and Proposers agree that all costs incurred in developing their proposals are the Proposers' responsibility.

E. Negotiations

The County may require the potential Contractor(s) selected to participate in negotiations, and to submit a price, technical, or other revisions of their proposals as may result from these negotiations.

F. Acceptance or Rejection of Proposals

Proposals shall remain open, valid and subject to acceptance anytime within one hundred eighty (180) days after the proposal opening.

The County realizes that conditions other than price are important and will award contract(s) based on the proposal that best meets the needs of the County. While cost may not be the primary factor in the evaluation process, it is an important factor.

G. Alternate Proposals

The County will consider any and all proposals. A list of suggestions or procedures that could be followed or methods of enhanced communication can be attached to the response. The County does, however, reserve the right to reject any or all proposals.

H. Formal Contract

The successful Contractor will be required to enter into a formal agreement with the County. This RFP sets forth some of the general provisions which will be included in the final contract. In submitting a response to this RFP, Contractor will be deemed to have agreed to each clause unless the proposal identifies an objection and County agrees to a change of language in writing.

Failure to raise any objections to the contract language at the time of submittal of a response to this RFP will result in a waiver of objection to any of the contract language.

I. Final Authority

The final authority to award a contract rests solely with the County of San Bernardino Board of Supervisors.

IV. PROGRAM REQUIREMENTS

A. Background

San Bernardino County encompasses 20,160 square miles, the largest county in the Continental United States. It borders Los Angeles, Riverside, and Kern Counties and the States of Arizona and Nevada. Current population is over 1.6 million; the majority of which are located in the southwest portion of the County. In order to provide adequate service to its citizens, the County has offices located throughout the County, often separated by extensive distances.

The Employee Health and Productivity (EHaP) Program, established in 1998, is a benefit program under the Human Resources Department. EHaP provides nurse care coordination, modified duty and wellness programs to over 18,000 County employees as part of their overall Integrated Disability Management Program. Integrated Disability Management is a progressive management practice that combines the management and administrative processes of occupational (worker's compensation) and non-occupational (short-term and long-term) disability benefits into a single system. Last year, EHaP staff provided individual nurse care coordination services to approximately 1,200 County employees. In addition, program staff provided support to the County's employees by participating in health fairs, flu shot clinics, and on-site health interventions (blood pressure, blood sugar, and cholesterol screenings).

The nurse care coordination component is staffed with registered nurses who work with the employees and their families, if applicable, to facilitate timely and appropriate medical care for occupational and non-occupational illnesses and injuries. They work with all involved parties, which can include the employee's supervisor, doctor, family members, health plan, and the County's Human Resources Department, to keep the communication open while protecting the employee's medical confidentiality at the same time. The main focus of the nurse care coordination component is to facilitate an earlier return to work for employees as medically appropriate. They also work with the employees' dependents, as necessary, to resolve medical issues that may be keeping the employee from the work place. They serve as an information resource as well for the employees who may have questions regarding their medical condition. The nurse care coordination staffing currently consists of one (1) nurse care coordinator supervisor and six (6) registered nurses provided through a contracted vendor, who are located on County property in the EHaP offices.

B. Program Description

1. Objective

The Nurse Care Coordination Program will provide on-site nurses who will follow employees with occupational and non-occupational injuries and illnesses to ensure appropriate, timely medical care is received, and to help facilitate such care as necessary. The nurses will be located at the County's EHaP offices.

2. Program Requirements

The County is seeking qualified firms to provide the following services:

- a) Provide nurse care coordination services with qualified registered nurses and/or qualified licensed vocational nurses, and/or qualified medically

trained clerical staff on-site at the County's EH&P offices. Nurse care coordination services may include, but are not be limited to, the following:

- Medical case management for occupational and non-occupational injuries and illnesses to County employees and their families.
- Negotiation with health care providers for the highest quality, timely and most cost effective care.
- Effective, accurate and timely verbal and written communication to stakeholders in all aspects of the delivery of services.
- Partner with the County's Risk Management Division to provide effective case management on all Workers' Compensation claims.
- Partner with the County's Safety Officer to identify and facilitate early intervention to prevent workplace injury/illness and to reduce recurrent injuries.
- Participate in regular claims reviews with other County Departments.
- Provide on-site health interventions, including blood pressure/blood sugar screenings and cholesterol screenings.
- Provide assistance with the County employee annual flu shot clinics.
- Participate in annual health fairs and other wellness initiatives.

b) Provide a qualified supervising registered nurse to provide program supervision. Program supervision may include, but is not limited to, the following:

- Participation in the development of case management program, policies and protocols.
- Operational responsibilities for program implementation.
- Integrated statistical reporting of aggregate case data and satisfaction survey results on a monthly and quarterly basis or as requested by the County.
- Analysis of cost-effectiveness of treatment methods and service providers.
- Analysis of solution development for situations which might expose the County to legal liability and/or are indicative of poor quality health care.
- Provide on-going quality assurance for case management performance and deliverables in collaboration with County designated staff.
- Oversee day-to-day operations and evaluation of the nurse care coordination program and staff, including assessment and assignment of incoming cases.
- Leadership in identifying areas for improvement with solutions for enhancing County employee health.
- Provide health education content for County publications as requested.

c) Provide administrative and support services. Such services may include, but are not limited to, the following:

- Compilation, analysis, and reporting of nurse care coordination statistics to the County on a monthly/quarterly basis in a format as approved by the County.
- Conduct quarterly quality assurance reviews of a random sampling of at least ten percent (10%) of both open and closed cases with designated County staff.
- Assist on-site nurse supervisor with personnel actions, such as hiring, staff development, termination, and disciplinary issues.
- Staff recruitment. Note: County shall approve any staff assigned to provide services under this contract.
- Special supplies and equipment required by Contractor.

3. **Program Considerations**

All staffing providing direct case management services shall meet the following qualifications:

a) Educational Qualifications

- Current valid California registered or vocational nurse's license.
- Bachelor's degree in nursing or health care preferred.
- Certified Case Manager (CCM) or equivalent certification preferred.

b) Work Experience

- Two (2) years experience in case management, home health care, rehabilitation, discharge planning, utilization review, or quality management.
- Three (3) years clinical experience in various acute and/or ambulatory care settings.
- Management experience preferred.
- Familiarity with California Worker's Compensation and California Short-Term Disability and Long-Term Disability is desired.

c) Skills Required

- Excellent verbal and written communication skills.
- Superior clinical assessment skills.
- Detail oriented.
- Basic computer skills.
- Adept at problem solving and priority setting.
- Self-starting, self-directing, accountable team player.

EHaP currently utilizes an Absence Tracking and Medical Case Management System that was developed specifically for their needs. This system has an interface to the Countywide Employee Management and Compensation

System (EMACS); therefore, EHAP will not consider any software recommendations made by organizations submitting responses to this procurement. Any organization recommended for award of a nurse care coordination contract must agree to use EHAP's existing software application.

Within thirty (30) days after contract approval by the Board of Supervisors, County will provide the Contractor with the following:

- Office space, telephone, and office and computer equipment needed to support the Contractor's staff located on-site.
- Equipment and material as required by federal and state Occupational Safety and Health Administration regulations.

V. CONTRACT REQUIREMENTS

A. General

1. Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

2. Taxes

County is exempt from federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any state or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.

3. Representation of the County

In the performance of the Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

4. Contractor Primary Contact

The Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor shall notify EHAP when the primary contact will be unavailable/out of the office for one (1) or more workdays. Contractor will also designate a back-up point of contact in the event the primary contact is not available. Contractor or designee must respond to County inquiries within two (2) County business days.

5. **Change of Address**
Contractor shall notify the County in writing of any change in mailing address within ten (10) days of the address change.
6. **Contract Assignability**
Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.
7. **Subcontracting**
Contractor agrees not to enter into any subcontracting agreements for work contemplated under the Contract without first obtaining written approval from the County. Any subcontractor shall be subject to the same provisions as Contractor. Contractor shall be fully responsible for the performance and payments of any subcontracting.
8. **Contract Amendments**
Contractor agrees any alterations, variations, modifications, waivers or provisions of the Contract shall be valid only when they have been reduced to writing, duly signed, attached to the original Contract, and approved by the required persons.
9. **Termination for Convenience**
The County for its convenience may terminate in whole or in part upon thirty (30) calendar days written notice this Contract. If such termination is effected, an equitable adjustment in the price provided for in this Contract shall be made. Such adjustment shall provide for payment to the Contractor for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise.
10. **Attorney Fees and Costs**
If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Section V, Paragraph B, Indemnification.
11. **Venue**
The venue of any action or claim brought by any party to this Contract will be the Central District Court of San Bernardino County. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third-part, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District Court of San Bernardino County.

12. Jury Trial Waiver

Contractor and County hereby waive their respective rights by jury for any cause of action, claim, counterclaim, or cross-complaint in any action, proceeding, and/or hearing brought by either Contractor against County or County against Contractor on any matter arising out of, or in any way connected with this Contract, the relationship of Contractor and County, or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.

13. Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of this Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of this Contract or any relationship to the Contractor, or officer, or employee of the Contractor.

14. Notification Regarding Performance

In the event of a problem or potential problem that will impact the quality or quantity of work, services, or the level of performance under this Contract, the Contractor shall notify the County within one (1) working day, in writing and by telephone.

15. Records

Contractor shall maintain all records and management books pertaining to local service delivery and demonstrate accountability for contract performance and maintain all fiscal, statistical, and management books and records pertaining to the program. Said records shall be kept and maintained within the County of San Bernardino.

Records should include, but are not limited to, fiscal records, and shall be kept in accordance with Generally Accepted Accounting Principles (GAAP).

All records shall be complete, current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of the Contract.

16. Invoices

Contractor will provide invoices once a month to County.

17. Licenses and Permits

Contractor will ensure that it has all necessary licenses and permits required by the laws of the United States, State of California, County and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses and permits.

Failure to maintain a required license or permit may result in immediate termination of the Contract.

18. Employment of Former County Officials

Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided must include a list of former County administrative officials who terminated County employment within the last five (5) years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

19. Improper Consideration

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee, group of employees or agent of the County in an attempt to secure favorable treatment or consideration regarding the award of this proposal.

Contractor shall immediately report any attempt by a County officer, employee, group of employees or agent to solicit (either directly or through an intermediary) improper consideration from Proposer. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office.

The County, by written notice, may immediately reject any proposal or terminate any contract resulting from this proposal process if it determines that any improper consideration as described in the preceding paragraphs was offered to any officer, employee, group of employees or agent of the County with respect to the proposal and award process, or any solicitation for consideration was not reported. This prohibition shall also apply to any amendment, extension or evaluation process once a Contract has been awarded.

In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

20. Recycled Paper Products

The County has adopted a recycled product purchasing standards policy (Procurement of Recycled Products 11-10SP), which requires Contractors

to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with the County. The policy also requires Contractors to use both sides of paper sheets for reports submitted to the County whenever practicable.

21. Inaccuracies or Misrepresentations

If in the administration of a Contract, the County determines that Vendor has made a material misstatement, misrepresentation, or omission that materially inaccurate information has been provided to the County during the RFP process, the Contract may be immediately terminated. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

22. Ownership of Documents

All documents, data, products, graphics, computer programs, and reports prepared by the Contractor pursuant to this Contract shall be considered property of the County upon payment for product/services. All such items shall be delivered to the County at the completion of work under this Contract, subject to the requirements of Section V, Subparagraph A, Number 9, Termination for Convenience. Unless otherwise directed by the County, Contractor may retain copies of such items.

23. Release of Information

No news releases, advertisements, public announcements or photographs arising out of this Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

B. Indemnification and Insurance Requirements

1. Indemnification

The Contractor agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising from Contractor's acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.

2. Insurance

Without in any way affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the Contract the following types of insurance with limits as shown:

Workers' Compensation – A program of Workers' Compensation insurance or a state-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing

services on behalf of the Contractor and all risks to such persons under this Contract.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as “employees” under the Labor Code and the requirement for Workers’ Compensation coverage will be waived by the County’s Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers’ Compensation insurance. If the County’s Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- a) Comprehensive General and Automobile Liability Insurance – This coverage to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000);
- b) Errors and Omission Liability Insurance – Combined single limits of one million dollars (\$1,000,000) for bodily injury and property damage and three million dollars (\$3,000,000) in the aggregate; **or**
- c) Professional Liability – Professional liability insurance with limits of at least one million dollars (\$1,000,000) per claim or occurrence.
- d) Employee Automotive Liability Insurance - If the services to be performed under this agreement require Contractor’s employee to drive a vehicle, Contractor’s employee must possess a valid California driver’s license at all times during the performance of this Contract. Contractor’s employees are prohibited from driving County-owned vehicles as part of the services performed.

In order for Contractor's employees to be able to use a private vehicle during the performance of this Contract, Contractor's employees shall be covered by vehicle liability insurance at least equal to the minimum requirements of the California Vehicle Code. Such requirements currently are:

- Fifteen Thousand Dollars (\$15,000.00) for single injury or death;
- Thirty Thousand Dollars (\$30,000.00) for multiple injury or death;
- Five Thousand Dollars (\$5,000.00) for property damage.

Contractor's Automobile Liability coverage will serve to augment Contractor's employees' vehicle liability coverage as per the specified limits of not less than one million dollars (\$1,000,000) per occurrence.

- e) Fidelity Bond - A Fidelity Bond in the amount of five hundred thousand dollars (\$500,000) to cover Dishonest Acts of Employees shall be provided by the Contractor to the County.

3. **Additional Named Insured**

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

4. **Waiver of Subrogation Rights**

The Contractor shall require the carriers of the above required coverage to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, vendors, and subcontractor.

5. **Policies Primary and Non-Contributory**

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

6. **Proof of Coverage**

The Contractor shall immediately furnish certificates of insurance to the County Department administering the Contract evidencing the insurance coverage, including the endorsements above required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department. Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Contract, the Contractor shall furnish certified copies of the policies and all endorsements.

7. **Insurance Review**

The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore, unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits,

provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Contract and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

C. Right to Monitor and Audit

1. Right to Monitor

The County and the State of California shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation in any implementation, or monitoring and evaluation of this Contract and comply with any and all reporting requirements established by County.

2. Availability of Records

All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by County, federal and state representatives for a period of three (3) years after final payment under the Contract or until all pending County, state and federal audits are completed, whichever is later. Program data shall be retained locally (in the County) and made available upon request or turned over to County. If said records are not made available at the scheduled monitoring visit, Contractor may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and be deducted from the following month's claim for reimbursement.

Records of the Contractor which do not pertain to the program shall not be subject to audit unless provided for in another agreement.

3. Assistance by Contractor

Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.

D. Term

The term of this Contract shall be for two (2) years, with an option by the County to extend for one (1) additional year based on satisfactory performance for a maximum of three (3) years, subject to the following provisions:

1. The County may immediately terminate after notice of material breach is sent to the Contractor and the breach is not cured within fifteen (15) business days of receipt of such notice. For the purpose of the Contract, the term "material breach" shall be defined to mean the failure of Contractor to perform all of its obligations under the Contract.
2. The Contract may be terminated by the County without cause upon thirty (30) calendar days prior written notice to the other party. All fees and charges incurred prior to termination will become due and payable within thirty (30) working days of the County's receipt of an invoice.
3. The Contract may be terminated by the Contractor with cause if the County fails to pay the nurse care coordination fees in the amount and manner required by the approved Contract provided the County has been duly notified of such failure subject to thirty (30) days notice to cure such breach.
4. The Director of Human Resources has full discretion and authority to exercise County termination rights under the Contract.

VI. PROPOSAL SUBMISSION

A. General

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands the entire RFP, to include all appendices, attachments, schedules, and addendum (as applicable) and all concerns regarding the RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP.
3. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
4. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
5. All proposals and materials submitted become the property of the County. All proposals received are subject to the "California Public Records Act."

6. **Proposals must be received no later than the date and time at the designated location as specified in Section I, Paragraph F, Proposal Submission Deadline.**

B. Proposal Presentation

1. An original, which may be bound, and seven (7) unbound copies of the written proposal are required. The original copy must be clearly marked "Master Copy." If one copy of the proposal is not clearly marked "Master Copy," the proposal may be rejected. However, the County may at its sole option select, immediately after proposal opening, one copy to be used as the Master Copy. If discrepancies are found between two (2) or more copies of the proposal, the proposal may be rejected. However, if not rejected, the Master Copy will provide the basis for resolving such discrepancies.
2. The package containing the original and copies must be sealed and marked with the Proposer's name and "CONFIDENTIAL – Nurse Care Coordination Services RFP # HRD-04-024".
3. All proposals must be submitted on 8-1/2" by 11" recycled paper with double sided printing, unless specifically shown to be impracticable, with no less than 1/2" top, bottom, left and right margins. Proposals must be typed or prepared with word processing equipment and double-spaced. Typeface must be no more than 12 characters per inch. Each page, including attachments and exhibits, must be clearly and consecutively numbered at the bottom center of the page.
4. An electronic copy of the proposal may be submitted on a diskette in Microsoft Word, Version 2000 format along with the hardcopies requested in subparagraph 1.

C. Proposal Format

Response to this Request for Proposals must be in the form of a proposal package which the content must be submitted in the following sequence and format:

1. **Cover Page** - Submit a letter, on letterhead stationary, signed by a duly authorized officer, employee, or agent of the organization/firm submitting the proposal which must include the following information:
 - a) A statement that the proposal is submitted in response to the Request for Proposals for Nurse Care Coordination Services, RFP # HRD-04-024.
 - b) A statement indicating which individuals, by name, title, address, and phone number, are authorized to negotiate with the County on behalf of the organization/firm.

- c) A statement certifying that the undersigned, under penalty of perjury, is an agent authorized to submit proposals on behalf of the organization/firm.
- 2. **Table of Contents** - A complete table of contents for the entire proposal with respective page numbers opposite each topic is to be included.
- 3. **Statement of Certification** - Include the following in this section of the proposal:
 - a) A concise statement of the services proposed and the cost for those services.
 - b) A statement that the Proposer will provide the services as described in the proposal for a two (2) year period plus an additional year at County's option beginning no later than July 1, 2004.
 - c) A statement that the offer made in the proposal is firm and binding for one hundred eighty (180) days from the date the proposal is opened and recorded.
 - d) A statement that all aspects of the proposal, including cost, have been determined independently, without consultation with any other prospective Proposer or competitor for the purpose of restricting competition.
 - e) A statement that all declarations in the proposal and attachments are true and that this shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy by law.
 - f) A statement that the Proposer agrees that all aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a Contract awarded.
 - g) A statement that the Proposer agrees to provide the County with any other information that the County determines is necessary for an accurate determination of the Proposer's ability to perform services as proposed.
 - h) A statement that the prospective Proposer, if selected, will comply with all applicable rules, laws, and regulations.
 - i) A list of Former County Officials affiliated (as defined in Section V) with the organization. If none, so state.
- 4. **Proposal Description** - A detailed description of the proposal being made.
 - a) Proposal should address, but is not limited to, all items in Section IV,

Paragraph B, Program Description.

b) Proposal should include the following:

- 1) Brief synopsis of the Proposer's understanding of the County's needs and how the Proposer plans to meet these needs. This should provide a broad understanding of the Proposer's entire proposal.
- 2) Narrative description of the proposed plan to achieve the program objective and requirements.
- 3) Detailed plan of activities, such as:
 - Staffing Levels and Case Loads
 - Triage/Case Priority Assignments
 - Internal Quality Assurance Procedures
 - Staff Recruitment Practices
- 4) Explanation on how the Proposer will meet any Program Considerations as required.
- 5) Milestone and deliverable charts, as applicable.
- 6) Explanation of any assumptions and/or constraints.

5. **Statement of Experience** - Include the following in this section of the proposal:

- a) Business name of the Proposer and legal entity such as corporation, partnership, etc.
- b) Number of years the Proposer has been in business under the present business name, as well as related prior business names.
- c) A statement that the Proposer has a demonstrated capacity to perform the required services.
- d) List any applicable licenses or permits presently held and indicate ability to obtain any additional licenses or permits that may be required.
- e) A statement that the Proposer has an organization that is adequately staffed and trained to perform the required services or demonstrate the capability for recruiting such staff.
- f) Experience of principal individuals of the Proposer's present organization in the areas of financial and management responsibility, including names

of principal individuals, current position or office and their years of service experience, including capacity, magnitude and type of work.

- g) With respect to contracts completed during the last five (5) years, which involve similar type projects, show for each such contract:
 - 1) Date of completion and duration of each contract.
 - 2) Type of service.
 - 3) Total dollar amount contracted for and amount received.
 - 4) Location of area served.
 - 5) Name and address of agency with which contracted and agency person administering the contract.
 - 6) If none, so state.
- h) If any contract was terminated prior to the original termination date during the last five (5) years, show for each contract:
 - 1) Date of termination and duration of each contract.
 - 2) Type of service.
 - 3) Total dollar amount contracted for and amount received.
 - 4) Location of area served.
 - 5) Name and address of agency with which contracted and agency person administering the contract.
 - 6) Reason for termination.
 - 7) If none, so state.
- i) With respect to contracts currently in effect, show the following for each such contract:
 - 1) Date due for completion and duration of contract.
 - 2) Type of service.
 - 3) Total contract amount.

- 4) Location of area served.
- 5) Name and address of agency with which the organization is currently contracting and agency person administering the contract.
- 6) If none, so state.
- j) Controlling interest in any other firms providing equivalent or similar services. If none, so state.
- k) Financial interest in other lines of business. If none, so state.
- l) Pending litigation, involving prospective Proposer or any officers, employees, and/or consultants thereof, in connection with contracts. If none, so state.
- m) Convictions or adverse court rulings involving fraud and/or related acts of all officers, consultants, and employees. If none, so state.
- n) A statement that the Proposer does not have any commitments or potential commitments which may impact on the Proposer's assets, lines of credit, guarantor letters, or ability to perform the Contract.

6. Disclosure of Criminal and Civil Proceedings

The County reserves the right to request the information described herein from the Proposer selected for Contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the Proposer. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Proposer also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected Proposer may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Proposer will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected vendor may also be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the vendor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

7. Employment of Former County Officials

Provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent your business. The information provided must include a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this section, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the response to the request for proposal being deemed non-responsive.

8. Proposer's Financial Capability

- a. Proposer must provide the Company's Annual Report for the last two years. Proposer must also include independently audited financial statements for the most recent completed fiscal year. If audited financial statements are not available, please provide unaudited financial statements along with a certification from the owners and the company's accountant that the information accurately reflects the company's current financial status. If the business is a sole proprietorship, please provide Schedule C of the Internal Revenue Service forms as well as a certification from the owner and the accountant that the information accurately reflects the business' current financial status.

- b. Alternatively, provide tax returns from the most recent completed fiscal year or a letter from the Proposer's financial institution indicating the Proposer can carry up to sixty (60) days worth of invoices before obtaining payment.
- 9. **Insurance** - Submit evidence of ability to obtain insurance in the amounts and coverages stated in Section V, Paragraph B, Indemnification and Insurance Requirements.

VII. PROPOSAL EVALUATION AND SELECTION

A. Evaluation Process

All proposals will be subject to a standard review process developed by County. A primary consideration shall be the effectiveness of the agency or organization in the delivery of comparable or related services based on demonstrated performance.

B. Evaluation Criteria

- 1. **Initial Review** - All proposals will be initially evaluated to determine if they meet the following minimum requirements:
 - a) The proposal must be complete, in the required format, and be in compliance with all the requirements of this RFP.
 - b) Proposers must meet the requirements as stated in the Minimum Proposer Requirements as outlined in Section I, Paragraph C, Minimum Proposer Requirements.

Failure to meet all of these requirements may result in a rejected proposal. No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation if the irregularity, defect or variation is considered by the County to be immaterial or inconsequential. In such cases, the Proposer will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation or the County may elect to waive the deficiency and accept the proposal.

- 2. **Financial Review** - All financial data submitted as part of the Proposal will be reviewed by the County's Auditor/Controller for financial stability. This determination will be on a pass/fail basis.
- 3. **Technical Review** - Proposals meeting the above requirements will be evaluated on the basis of the following criteria:
 - a) Program Design (Staffing, Case Loads, Quality Assurance)

- b) Availability (Staff Recruitment)
- c) Experience
- d) Cost

Selection will be based on determination of which proposal will best meet the needs of the County and the requirements of this RFP.

C. Contract Award

Contract(s) will be awarded based on a competitive selection of proposals received.

The contents of the proposal of the successful Proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

Cost of service is one factor in the evaluation process, but the County is not obligated to accept the lowest cost proposal. Ability to provide quality service in a timely manner in accordance with the RFP requirements is critical to a successful proposal.

Award of contract(s) may or may not be on an all or nothing basis. The County reserves the option to make award(s) as it deems to be in the best interest of the County.

D. Disputes Relating to Proposal Process and Award

In the event a dispute arises concerning the proposal process prior to the award of the contract, the party wishing resolution of the dispute shall submit a request in writing to the Director of Human Resources. Proposers may appeal the recommended award or denial of award, provided the following stipulations are met:

- a) Appeal must be in writing.
- b) Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters.

An appeal of a **denial of award** can only be brought on the following grounds:

- a) Failure of the County to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments.
- b) There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.

c) A violation of state or federal law.

Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

Marcel Turner, Director
County of San Bernardino
Human Resources Department
157 W. 5th Street, 1st Floor
San Bernardino, CA 92415-0440